Keizer Little League Park Long Range Planning Task Force
Meeting Agenda
Wednesday, October 24, 2018, 6:00 pm
Keizer Civic Center ~ Claggett Room A

1. Call to Order
2. Election of Vice Chair (Appendix A states Mayor is Chair)
3. Decision on Meeting Schedule
   Available days:
   - Fourth Monday (except Jan-Apr-Jul-Oct)
   - First and/or third Mondays before Council meetings
   - First or fourth Tuesday
   - First, third and fourth Wednesdays
4. Appearance of Interested Citizens
5. Purpose, Objectives and Expectations
6. History of the Park – Bill Lawyer, Clint Holland, Roland Herrera, Rick Kuehn
7. Current Conditions: Dugouts, Lights, Fences, Irrigation, Concession Stands, Parking, etc. – Bill Lawyer
8. Current Maintenance Agreement – Bill Lawyer
9. Suggestions on Who to Contact for Information Gathering (Will need contact information.)
10. Adjourn

Next Meeting:

Americans with Disabilities Act (ADA) Notice
The City of Keizer is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). The Keizer Civic Center is wheelchair accessible; if you require any service that furthers inclusivity to participate, please contact the Office of the City Recorder at least 48 hours prior to the meeting by email at davist@keizer.org or phone at 503-390-3700 or 503-856-3412.
Appendix “A”
City Council Task Force

Name: Keizer Little League Park Long Range Planning Task Force

Purpose: To make recommendations to the Keizer City Council regarding long range planning for maintenance and improvements at Keizer Little League Park.

Membership: The Task Force shall consist of nine members. Two (2) members shall be Keizer City Councilors, one (1) member shall be a Keizer Parks and Recreation Advisory Board member, one (1) member shall be from the community, and one (1) member shall be from the business/Keizer Chamber community. These members shall be appointed by the City Council and announced at a regularly scheduled Council meeting. In addition, two (2) members shall be from Keizer Little League of which one of the members shall be the then-current president of Keizer Little League and the other shall be appointed by the Keizer Little League board and two (2) members shall be from McNary Youth Baseball of which one of the members shall be the then-current president of McNary Youth Baseball and the other shall be appointed by the McNary Youth Baseball board. The Task Force will be staffed by a non-voting staff liaison to be appointed by the City Manager.

Since all members are non-liaison voting members, no member may have a substitute or proxy appear for them.

Chair and Vice-Chair: The Task Force Chair will be the Mayor. The Task Force will elect the Vice-Chair at the first meeting.

Meetings: The Task Force shall meet as determined by a majority of the members. All meetings of the Task Force shall follow Robert Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Task Force may be removed by a two-thirds majority vote of the City Council.

Duration: This Task Force shall be dissolved no later than August 20, 2019, unless extended by City Council action. However, the Task Force can make recommendations to City Council at any time.
<table>
<thead>
<tr>
<th>Member Information</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cathy Clark, Mayor, Chair&lt;br&gt;<a href="mailto:clarkc@keizer.org">clarkc@keizer.org</a></td>
<td>503-932-1731</td>
</tr>
<tr>
<td>Marlene Parsons&lt;br&gt;<a href="mailto:parsonsm@keizer.org">parsonsm@keizer.org</a></td>
<td>503-510-1706</td>
</tr>
<tr>
<td>Matt Lawyer&lt;br&gt;<a href="mailto:Mattlawyer82@yahoo.com">Mattlawyer82@yahoo.com</a></td>
<td>808-393-8700</td>
</tr>
<tr>
<td>Dan Kohler&lt;br&gt;<a href="mailto:dan@propreneed.com">dan@propreneed.com</a>&lt;br&gt;Community Representative</td>
<td>503-559-6300</td>
</tr>
<tr>
<td>Ryan Walsh, President&lt;br&gt;<a href="mailto:Ryanwalsh11@msn.com">Ryanwalsh11@msn.com</a>&lt;br&gt;McNary Youth Baseball President</td>
<td>503-383-5370</td>
</tr>
<tr>
<td>Brad Arnsmeier&lt;br&gt;<a href="mailto:BHSArnsmeier@comcast.net">BHSArnsmeier@comcast.net</a>&lt;br&gt;Keizer Little League President</td>
<td>503-580-9748</td>
</tr>
<tr>
<td>Bo Lane, Vice President&lt;br&gt;<a href="mailto:bobegods@gmail.com">bobegods@gmail.com</a>&lt;br&gt;McNary Youth Baseball Representative</td>
<td>503-991-4843</td>
</tr>
<tr>
<td>Lisa Buik&lt;br&gt;<a href="mailto:lisa@keizerlittleleague.org">lisa@keizerlittleleague.org</a>&lt;br&gt;Keizer Little League Representative</td>
<td>503-871-6638</td>
</tr>
<tr>
<td>James Hutches&lt;br&gt;<a href="mailto:James.hutches@countryfinancial.com">James.hutches@countryfinancial.com</a>&lt;br&gt;Business/Keizer Chamber Community</td>
<td>503-375-2707</td>
</tr>
<tr>
<td>Debbie Lockhart, Deputy City Recorder&lt;br&gt;<a href="mailto:lockhartd@keizer.org">lockhartd@keizer.org</a></td>
<td>503-856-3418</td>
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COUNCIL MEETING: MAY 6, 1985
AGENDA ITEM NO.: 6

TO: MAYOR AND CITY COUNCIL
FROM: ROY PAYNE, CITY MANAGER
SUBJECT: PUBLIC HEARING - RIDGE DRIVE PARK ACQUISITION

ISSUE

Shall the City of Keizer acquire 21.422 acres of land along Ridge Drive north of Keizer Road for park purposes?

BACKGROUND

The Keizer Little League has utilized 16 acres of surplus highway right-of-way, which has been leased from the State of Oregon since 1981. This site currently contains 10 baseball diamonds, which have been constructed by volunteer labor with an estimated value of $350,000. Since the Highway Project for which this parcel was purchased has now been completed, the State of Oregon Highway Division is required to sell this site and all other associated surplus right-of-way. The State of Oregon initially established the value of the property at $235,642. Through the efforts of the City of Keizer and based upon an appraisal ordered by the City of Keizer, the state has determined the market value of the 21.422 acres to be $140,000. The state has also allocated the value as follows:

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Acres</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>Parcel A</td>
<td>15.433</td>
<td>$100,500.00</td>
</tr>
<tr>
<td>Parcel B</td>
<td>5.989</td>
<td>$39,500.00</td>
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</table>

TOTAL $140,000.00

Because parcel B has federal funds involved in the initial acquisition by the state, the city may only be required to pay 3% on the parcel B value. Therefore, the total expected acquisition cost to the City of Keizer for the 21.422 acres will be $103,660.

As a part of the 1984-85 budget, the city set aside $90,000 in revenue sharing funds for the possible acquisition of the 21.422 acre Ridge Drive Park site. To date, $1,200 of that fund has been expended on the appraisal, leaving a balance of $88,800.

"Pride, Spirit and Volunteerism"
The City Council has agreed that prior to making any final decision on the acquisition, a public hearing would be held and the citizens of the community given an opportunity to comment on the acquisition. The public hearing has been advertised and is set to occur at the May 6, 1985 meeting of the City Council.

ANALYSIS

The proposed action is for the City of Keizer to purchase the 21+ acre parcel from the State of Oregon in two phases in order to continue its use for community recreation. At this time, it is intended the use of the property would remain the same. The city has not developed any plans for future development of the property or identified any funding source for said development.

The project site is located adjacent to the City of Keizer within the City of Salem on surplus right-of-way that was obtained for the federally funded Salem Parkway. The parcel is separated from the Salem Parkway by Ridge Drive, a bicycle path and the railroad. The city anticipates that with the proposed legislation regarding annexation which is currently before the legislature, the City of Keizer will be able to accomplish annexing this property to the City of Keizer. The property has undergone various improvements (grading, landscaping, irrigation, etc.) since 1981 and it is expected that if the property is purchased by the City of Keizer additional improvements such as parking, soccer fields, jogging trails, day use picnicking areas and perhaps parks service buildings will be added as funding permits.

ALTERNATIVES TO THE PROPOSED ACTION

The alternatives to the proposed purchasing of the property in order to continue its existing use include:

Alternative 1  -  Sale of property to others -  The State of Oregon is required to dispose of the property, and if the City of Keizer is unable to buy it, then it would be made available to other purchasers. The property is currently zoned for residential agricultural uses and adjacent properties zoned for single family residential. If the property were purchased by other than the City of Keizer, it would probably be for the purpose of a residential development. While this use would be compatible with the surroundings, the community would loose a much used recreational site and source of community open space.

Alternative 2  -  Sale of the Property to Keizer for other uses -  The City of Keizer could purchase the site for other recreational uses than baseball. Given the great
amount of local support for the current facility and the estimated $350,000 worth of current improvements, it does not appear prudent to consider this alternative.

**FISCAL IMPACT**

There are several elements of fiscal impact which must be considered by the city. Those elements include the following:

1. **Acquisition cost** - As stated the anticipated acquisition price is $103,660 assuming federal approval of parcel B. The city, in the current budget has $88,800 of Revenue Sharing Funds earmarked for this purchase. In addition, $73,791 of unappropriated Revenue Sharing Funds are budgeted for fiscal year 1985-86. Therefore, $162,591 of Revenue Sharing Funds are available and could be utilized for this acquisition. Revenue Sharing Funds can also be utilized for street improvement projects, storm drainage improvements, sewer improvements, other park development improvements, capital equipment outlay for the police department, city hall improvements, etc.

2. **Park Maintenance Cost** - Park maintenance of the existing facility would involve the following:

   A. **Supervision** - all time spent directly guiding the efforts of maintenance workers, equipment and materials to manage the ball field complex.

   B. **Vandalism** - includes the repair, reporting and monitoring of vandalism to turf, water systems, buildings, fencing, and other structures or facilities.

   C. **Turf Maintenance** - includes the following activities.

      1. Chemical weed and grass control around fences, backstops, building, parking lots, skinned infiels, foul lines, etc.

      2. Mowing turf once a week during the growing season.

      3. Fertilizing turf two times a year.

      4. Aerification of turf two times a year.
D. Systems - includes the maintenance and repair of the water system and all the time spent using the hose and sprinkler to irrigate turf.

E. Structural - all maintenance and repair work done to benches, backstops, bleachers, fence barriers, signs, parking lots, etc.

F. Ball Field Maintenance - provide field maintenance to all 10 fields on a five day a week service, which might include the following:

1. Drag and scarify fields daily.
2. Drill holes in low areas.
3. Set out bases and check home plate; pitching rubber and base anchors.
4. Add soil or sand to the infield as needed.
5. Provide all the above material and equipment to provide this service during the playing season.

G. General Housekeeping - includes all time spent removing and disposing of litter and garbage and keeping the area in a clean and neat condition.

Estimated cost of these ball field park maintenance items would run approximately $6,000 to $8,000 per year for fertilizer, sprinkler heads, equipment repairs, water, etc. Estimated labor maintenance would require one and onehalf positions to do the mowing, watering, patching, sprinkling, fertilizing, fence repair, at an estimated cost of $15,000 to $20,000 per year. Therefore, total maintenance cost including equipment materials and labor would run between $21,000 to $28,000 per year. Without the assistance of the group of volunteers such as the Keizer Little League to assume the responsibility and cost for this maintenance, it will require the city to budget these funds from the city's General Fund. This would require an estimated cost of $.05 per thousand on the property tax rate.

3. Park Development - No estimate is available at this time as to the cost of the additional park improvement plans including the soccer fields, jogging trails, day use picnic areas, parking areas, restrooms, etc. Additionally, no funding source for these items has yet been identified. Possible funding sources include state and federal park development grants, revenue
sharing monies, general fund property tax dollars, general obligation bonds.

ACQUISITION TIMING

In checking with the State Highway Right-of-Way Division regarding the time required to acquire the property if the decision is made by the city to proceed, depending on the matter in which the property is purchased, the time line for closing on the larger top parcel could be from one day (for cash out) to a week (for a contract purchase). The southern 5 acre parcel will take considerably more time to acquire since federal dollars are involved and it would be necessary to obtain federal approval for the acquisition.

LETTERS OF SUPPORT

To date, the city has received approximately 50 letters of support for the park acquisition from individuals, families and businesses within the City of Keizer. Those letters are available at City Hall for review and will be introduced as a part of the public hearing for the record at Monday nights meeting.

EXISTING PARK DEVELOPMENT

At the present time, according to estimates provided by Keizer Little League, approximately $350,000 of improvements exist on the site. The city, as a part of its acquisition deliberations, needs to determine if those improvements will remain in the ownership of the little league or if they will become the property of the City of Keizer. Depending upon the ownership of those park improvements, then issues of liability, upkeep, repair and replacement need to be decided.

RECOMMENDATION

The City Manager recommends the City Council consider all public testimony received, deliberate the maintenance obligation issue regarding funding and responsibility for maintenance, and deliberate the equipment ownership issue. Based upon the council's decision on these policy issues, then the City Manager should be directed to take the necessary follow-up actions.

ATTACHMENT
PARKS PH
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<th>Code</th>
<th>Area Name</th>
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<th>C.O.</th>
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| 240  | Systems - WATERING BY H
|                      |       |      |        |      |       |
| 250  | Structural              |       |      |        |      |       |
| 270  | Housekeeping            |       |      |        |      |       |
| 280  | Equipment/Tools         |       |      |        |      |       |
| 290  | Nursery/Greenhouse      |       |      |        |      |       |
|      | **TOTAL**               |   1988 | 20,450 | 2630 | 3325 | 26,405 |

**CURRENT BUDGET YEAR ESTIMATE**
**ACTUAL PER MIS**
**DIFFERENCE**

**REMARKS:**

**AREA FACILITY INVENTORY**

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<th>FACILITY</th>
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<th>UNIT OF MEASURE</th>
<th>FACILITY</th>
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</table>
Ed Davis  
President  
Keizer Little League

Ed,

As per your request, I have prepared an estimate of what it would have cost to have a contractor build the improvements at the Ridge Drive Complex. If a government agency would have let a contract for this work a contractor would have bid around $375,000.00 as you can see from the itemized estimate as shown below.

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<th>UNIT</th>
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SUB TOTAL | $317,500.00 |
ENGINEERING % SURVEYING 15% | $47,425.00 |

TOTAL | $365,125.00 |

If you have any questions I'll be glad to answer them.

Thank you,
BOUNDARY MAP

PARCEL "A"
15.433 Acres

Subject Property

FUTURE PARCEL "B"
5.989 Acres
a number of other jurisdictions, and Olson Road is very high on the priorities list. He reminded the Council that this is only a wish list because, with only $650,000 per year going into all of these jurisdictions, only a small percentage of the projects will be funded over the next ten to 15 years. It is important, however, for the committee to know which improvements are of the greatest importance to Keizer, after Olson Road.

Because of scheduled public hearings, Mayor Simon suspended this agenda item until later in the meeting.

Councilor Bauer withdrew his motion, with Councilor Bay's consent.

Mr. Payne presented the staff report concerning the question of whether the City of Keizer should purchase 21.422 acres along Ridge Drive for park purposes. The cost of the property was originally set at $235,642 by the State of Oregon. Keizer hired its own appraiser and this appraiser valued the land at $140,000. The State of Oregon accepted the City of Keizer's appraisal and set the value for the 16 acre northern parcel at $100,500 and the value for the 6 acre southern parcel at $39,500. Because the smaller parcel has federal funds involved, the City may purchase this piece at 8% of its value. Therefore, the total sale price to the City of Keizer would be $103,660. The City has $88,000 available in its 1985-86 Revenue Sharing budget for this acquisition and an additional $73,791 of unappropriated Revenue Sharing funds available.

The staff report outlined the maintenance expenses of the property. These figures were gathered from the Keizer Little League and from the Salem Parks and Recreation Agency based on their experience.

The purpose of tonight's public hearing is to hear comments from the public on the
proposed acquisition.

Mayor Simon opened the public hearing. He identified Exhibit 1 as a file of 53 letters supporting Keizer's purchase of the property.

Larry Hamm, 5405 Ridge Drive N.E., presented a video tape of the subject property for the Council's viewing.

Dave Bauer, 260 Janet Avenue N., and Mike Gaynor, 1743 Springtime Court, gave a slide presentation on the history of the property involving the Little League.

Mayor Simon received and marked as Exhibit 2 a memorandum from Mr. Ed Davis, President of the Keizer Little League, offering to enter into an agreement with the City of Keizer to provide maintenance of the 16 acres of park. Mr. Gaynor added that the Little League group would provide this maintenance in exchange for exclusive use of the park property from April 1 through July 31 of each year.

Bob French, 1384 Manzanita Street N.E., indicated that although he has no direct connection with the Little League property, he favors the City's purchase of the park. Mr. French indicated this purchase is essential for the growth and development of the new city and the Little League complex provides for community-wide activities. Mr. French cautioned, however, that the City will also need to look at other youth activity projects in the future.

Dr. Jerry McGee, 4310 Shoreline Drive N., stated that he had several reservations regarding the City's purchase of the property. Those reservations included an unclear title to the land, a high purchase price for the property, maintenance of the park, and whether this is viewed as a basic service to the city. Dr. McGee indicated that these questions have been resolved in that the title to the land has been found to be clear, there was a
dramatic decrease in the purchase price to the City, the Little League has offered to maintain the park, and revenue sharing funds are available to provide the money to purchase the property and this purchase would be a legitimate use of the money.

Dr. McGee spoke of plan procrastination where the City took the time to do its homework and did not jump prematurely into the purchase. For these reasons, Dr. McGee supported the City's purchase of the park property.

Ray Cox, 1025 Larchwood, indicated that he is a Little League parent, a professional engineer, and a Keizer citizen. His three sons have been involved in the baseball program and the complex is a safe environment for them to play in. In addition, the Keizer Little League is one of the few little league programs that does not have Saturday games. He felt this is appreciated by the parents. Mr. Cox indicated that Keizer does not have a sufficient number of parks. In attempting to find practice fields for the Little League teams, there is competition from soccer and adult softball for the limited space. As a professional engineer, Mr. Cox stated that the improvements made to the Little League complex have been done in a quality manner. As a Keizer citizen, Mr. Cox stated that Keizer has three stars on its flag; one of these exhibiting Keizer's volunteerism. He believes the Little League complex exemplifies the volunteerism spirit in Keizer. Individuals in other little league programs told Keizer Little League it would not be able to build more than one field per year. Keizer Little League built nine fields in one year.

JoAnne Beilke, 6025 McLeod Lane N.E., stated that she has been involved in developing the funds and asking for volunteer help to put the complex together. Not purchasing the property would be a loss to the citizens of Keizer of the
time and efforts spent by these volunteers. The Keizer Comprehensive Plan indicates that Keizer is lacking in a sufficient amount of park space. The citizens who turned out at a comprehensive plan town meeting voiced their concern over Keizer's lack of parks. The complex has also brought in outside funds by holding tournaments and bringing visitors into the area. Ms. Beilke asked that the City Council look ahead and purchase the property for Keizer's future and the future of its kids.

Mike Ells, 1982 Naples Street N., signed up to testify but left the meeting prior to testifying.

John Jenkins, 4093 Straw Drive N., stated that the City of Keizer needs more park land; that the price is right, especially in view of the existing improvements; and that the administration should be taken over by the City because the property offers multiple uses of the ballfields.

Ed Davis, 5411 Kafir Drive N.E., indicated that he is president of the Little League, chairperson of the Local School Advisory Committee and a Little League parent. His family has been involved for many years in the Little League project and he wholeheartedly supports the City's purchase of the property. There are other outdoor activities that the property can be utilized for, providing involvement for both youth and their families. Mr. Davis estimated that approximately 4,000 people use the Little League complex, whether directly by playing on a team, or indirectly by watching relatives or friends play.

John Blake, 5655 Windsor Island Road, testified that he has supported a Little League team for the past three years and that he currently has a daughter involved in the program. He supported the purchase of the property by the City.

Dave Guile, 6717 14th Avenue N.E., stated
that, as the principal of Keizer Elementary School, he is aware of the benefits associated with the Little League program. He believes the program gives a focus to children and that kids who participate in the programs learn to budget their time.

Becky Hartman, 5646 Arcade Avenue N.E., testified that she, as a senior citizen, supports the City's purchase of the park property. She suggested the Council members look ahead to Keizer's future. Ms. Hartman indicated that someone in Seattle and someone in Portland looked ahead many years ago, and now those cities enjoy beautiful parks.

David Kominek, 965 Glenden Court N.W., stated that, as president of the West Salem Little League, their group has difficulties finding a sufficient number of fields to play baseball on. He indicated that Keizer has a unique complex and encouraged the purchase. As a police officer, Mr. Kominek stated that having a program like Little League that kids can participate in makes his job much easier.

Jim Nightengale, manager of the Keizer Water District, suggested the citizens of Keizer dream ahead and envision the possibility of holding the Little League World Series in Keizer.

Von Wecker, 269 Churchdale N., testified that he is involved in youth care counseling. The Little League program provides an important sociological aspect to the participants. The program provides togetherness in a healthy outlet.

Chief Robert Thomas of the Keizer Police Department stated that in his earlier committee report he reported that 22 juveniles were arrested in March for a variety of crimes. The Little League program helps to keep the kids busy and off the streets and activities such as tennis, walking, and biking can be
encouraged in such a complex. Although purchase of the property will not solve all of the problems, it is a good start for the City of Keizer to begin with.

Sarah Grannes, 661 Dietz Avenue N.E., supported the City's purchase of the field.

Joseph Van Meter, 598 Dennis Lane N., testified that he has worked with the Juvenile Department and the Childrens' Services Division. He sees this complex as a positive outlet for kids to become involved in sports activities, and to move on to athletics through high school.

Councilor Bauer asked those in support of the purchase of the property to stand. The majority of those present in the room stood.

There being no further testimony to come before the City Council, Mayor Simon closed the public hearing.

Councilor Hart indicated that he is involved through his employment with the adult softball program in Salem. He agreed with the comments regarding the unavailability of fields and stated that he has been able, through Mr. Gaynor, to utilize the Little League fields on occasion for tournaments.

Councilor Bauer asked Mr. Payne to expound on the funds to be used in purchasing the property. Mr. Payne stated that the funds proposed to purchase the Ridge Drive complex involve federal revenue sharing monies. These monies are paid by local taxpayers to the federal government and the federal government, after deducting for administration and other costs, returns a portion of these funds to the local governments. The funds are not local property tax dollars. Mr. Payne explained that the revenue sharing program was started under President Nixon, however, there is no guarantee that the funds will continue and the City has
attempted to use revenue sharing monies for non-operating expenses.

Councilor Newton moved that the City of Keizer purchase the Ridge Drive park site and direct staff to proceed with negotiations with the State and Federal governments and to enter into negotiations with the Keizer Little League for maintenance. Councilor Bauer seconded the motion. The motion was put to a vote and carried unanimously (Councilor Orcutt absent).

Mayor Simon thanked those in the audience for attending tonight's meeting and for testifying.

Mr. Payne outlined the staff report concerning installation of "No Parking" signs along Cherry Avenue, north and south of Candlewood Drive. Mr. Payne reported that since a citizens subcommittee meeting in March involving some of the property owners and the business owners, there have been attempts on behalf of City Recycling to improve the vision hazard conditions created at that intersection by their business. M and M Auto Sales has not attempted to improve the vision hazard conditions existing on their corner. On several occasions, Mr. Payne has viewed large trucks associated with City Recycling parked where they create traffic hazards at this location and, in addition, the forklift has been observed operating within the Candlewood street area. There have also been vehicles parked along the right of way.

Mr. Payne stated that since the City has not yet adopted an ordinance to enforce "no parking" areas, the City Council will need to consider doing so. His recommendations included establishing a "No Parking" zone on the east side of Cherry Avenue from 50 feet north of the Candlewood right of way to 300 feet south of the Candlewood right of way and "No Parking" on the north and south sides of Candlewood
LEASE AGREEMENT

1. Parties

This lease is made and executed on this 4th day of March, 1996, by and between the City of Keizer, a municipal corporation, organized and existing under the laws of the State of Oregon, having its principal office at 930 Chemawa Road NE, City of Keizer, County of Marion, State of Oregon, herein referred to as Lessor, and Keizer Little League, Inc., an Oregon non-profit corporation, organized and existing under the laws of the State of Oregon, having its principal office in Keizer, Oregon, herein referred to as Lessee.

2. Premises

In consideration of Lessee's covenants and agreements contained herein and agreement to the terms and conditions hereof, Lessor leases to Lessee Keizer Little League City Park situated in the City of Keizer, County of Marion, State of Oregon, located at 5245 Ridge Drive and more particularly described by the map and accompanying legal description attached herein as Exhibit "A", and made a part hereof. The term "premises" as used in this lease agreement refers to the real property described above.

3. Term

Unless renewed, the term of this lease shall be for a period of ten (10) years from January 1, 1996 to December 31, 2005. The Term may be extended for additional one-year periods as follows:
A. Not less than 90 days prior to the end of the seventh year of the Term, and each year thereafter (hereafter “Notice Year”), Lessee shall give written notice to Lessor if Lessee wishes to extend the Term for an additional year, (i.e. for an 11th year, 12th year, 13th year, etc.).

B. The Lessor shall consider such extension request and grant or deny such extension. If Lessor takes no action by the end of the end of that same Notice Year, such extension shall be conclusively deemed to be granted.

C. If Lessor denies the extension, it shall notify Lessee of its action in writing prior to the end of the same Notice Year. In its notice, Lessor shall include any reasons it may deem appropriate for denying the extension. Prior to denial of the extension, Lessor shall hold a public hearing to consider the matter. Lessor shall provide Lessee with written notice of the time, date and place of the public hearing not less than ten (10) days prior to such hearing. Notwithstanding the above Lessor’s decision to deny the extension after the public hearing shall be conclusive and shall not be subject to review.

4.

Improvements

Lessee agrees that all improvements on the premises are the property of Lessor and are considered to be part of the premises that is the subject of this lease. Lessee further agrees that all permanent improvements made upon the premises by Lessee or any other person or entity after the date of this lease become part of the premises and the property of Lessor. Lessor shall not be liable for any costs, or materials and/or labor associated with the initial construction work or improvements made to the premises or personal property included in the premises or for any future improvements made to the premises except those improvements instigated by Lessor. Lessee shall not cause or permit any change in park layout, any addition or deletion of any permanent improvements, or any
action on the part of Lessee or permitted by Lessee that affects the premises without the prior written
consent of Lessor. Lessee shall have the right to upgrade the existing improvements at its own cost
without consent from Lessor. Lessor reserves the right to make changes, additions and deletions with
regard to any present or future improvements on the premises. If Lessor chooses to make changes,
additions or deletions with regard to the improvements, it shall give Lessee ninety (90) days notice
prior to the proposed change. Both parties may, by mutual consent, waive that ninety (90) day period.

5.

Use and Conditions

Subject to the terms and conditions set forth herein, the Lessee agrees to work cooperatively
with the lessor to manage the Park in its entirety for the term of the Lease. The Lessee and the Lessor
will meet at least semi-annually to review the overall management of the Park. The City of Keizer
Parks Director shall be a "Liaison" of The City to the Keizer Little League Board and shall be informed
of all scheduled meetings of the Board.

Keizer Little League Park scheduling priority will be given to the "Little League" program,
operating as Keizer Little League, Inc.. Secondary priority will be given to Keizer Youth Soccer and
Fall Instructional League. Other requests for use will be accepted on a first come first served basis. The
Parks Reservation Fee schedule will apply to all groups not affiliated with Keizer Little League Inc..
Any fees for the use of the Park that are collected by The City of Keizer shall be applied towards the
operation and maintenance of the Park.

Keizer Little League Park may be open after sunset where fields are appropriately lighted from
March 1 to October 31 Monday through Saturday. The Park will close and the lights will be off at
11:00 pm. The Park will close at sunset on Sundays. No power equipment shall be operated at the Park
between 10:00 pm. and 7:00 am. Compliance with this condition does not exempt such activity from
application of the Keizer Noise Ordinance.

Maintenance

Lessee shall, throughout the term of this lease, at its own cost and without any expense to
Lessor, keep and maintain the entire premises, including all improvements thereto, in good, sanitary
and neat order, condition and repair throughout the entire year. Lessee covenants and warrants that
Lessee will leave the premises in good, sanitary and neat order, to the satisfaction of Lessor upon
termination of this lease. Lessor shall not be obligated to make any repairs or in any way maintain the
premises at any time throughout the term of this lease. Notwithstanding the above, in the event a repair
maintenance or improvement is required by law only because the subject property is a City park and
said repair, maintenance or improvement would not have been required if the property were owned by
Lessee, then the cost of such repair, maintenance or improvement shall be the sole responsibility of
Lessor.

Maintenance Standard

Lessee agrees to perform all maintenance of the premises including all improvements, at its
own cost throughout the calendar year during the term of this lease which said maintenance shall
include the following:

A. Supervision - Lessee shall direct and guide the efforts and use of all maintenance
workers, equipment and materials to manage the ball field complex and to
maintain it in proper order and form.
B. Vandalism - Lessee shall monitor and repair any and all vandalism to turf, water systems, buildings, fencing, and other structures or facilities.

C. Turf Maintenance - Lessee shall maintain the turf in good husband-like manner and shall do at least the following

1. Conduct chemical weed and grass control around fences, backstops, buildings, parking lots, skinned infields, foul lines, etc.

2. Mow, fertilize and control weeds in all turf areas as necessary. All chemicals and fertilizers shall be applied by a State of Oregon Licensed Applicator. The Lessor shall be advised in advance of all applications as to the type and time applied.

D. Water Systems - Lessee shall maintain and repair the water system and irrigate as necessary. Potable water samples will be taken at required intervals by the City of Keizer Water Department at the expense of the Lessor.

E. Structural - Lessee shall maintain, repair and paint as necessary all buildings, benches, backstops, bleachers, dugouts, score keeping stands, fences, barriers, signs, parking lots, and other property and improvements.

F. Ball Field Maintenance - Lessee shall provide maintenance to all ball fields:

1. Drag and scarify field.

2. Add soil or sand to the infield as needed.

3. Provide all the necessary material and equipment to provide this service during the playing season.
G. **General Housekeeping** - Lessee shall remove and dispose of all litter and
garbage and keep the area in a clean and safe condition. In addition to the
above, the Lessee shall at all times, during the term of the lease, maintain the
premises, and all property and equipment brought onto the premises by Lessee
or used by Lessee on the premises, in a safe condition. If at any time during the
term of this lease it appears to Lessor that any maintenance or repairs as
outlined above are needed on the premises, Lessor shall notify Lessee in writing.

Lessor shall give Lessee thirty (30) days to perform the requested maintenance or
repair. If Lessee fails to perform as required by Lessor, Lessor may do the
necessary repairs or maintenance and any reasonable costs incurred by Lessor shall be
paid by Lessee within thirty (30) days after written demand for payment has been
delivered to the Lessee. Election by Lessor hereunder to do the necessary repairs or
maintenance and charge the cost to Lessee shall not prohibit Lessor from electing to
declare Lessee in default pursuant to the provisions of this lease. Nothing contained on
this paragraph shall be construed to relieve Lessees of its responsibility for diligence
and maintenance.

8.

**Concessions**

Lessee shall have the exclusive right to operate concession stands located on the premises
subject to the following policies:
A. Lessee may, at its sole cost and expense, develop, operate, and maintain a food and drink concession stand on the premises available to the general public. Lessee shall not sell any alcoholic beverages on the premises.

B. Lessee shall not assign or subcontract its concession rights or any interest therein without the written consent of the Lessor, and any such assignment or subcontract without written consent shall be void and shall at the option of the Lessor, terminate this agreement.

C. The Lessee shall at all times conduct its operations and assure that the operations of all subcontractors and employees are conducted in full compliance with all applicable laws, ordinances and administrative regulations of federal government, the State of Oregon, Marion County, the City of Keizer, and the agencies of any and all of them. Any license or certificate required for food service preparers by such authorities as the Marion County Health Department, must be obtained and posted at all times.

D. All foods, drinks, beverages, confections, refreshments, etc., sold or kept for sale by the Lessee shall conform to all applicable food laws, ordinances, and regulations in all respects. No adulterated, misbranded, deceptively labeled, or impure articles shall be sold or kept for sale by Lessee. All merchandise kept on hand shall be stored and handled with due regard for freshness and sanitation.

E. The lessor shall have the right, at any time during period of concession operation, to enter any part of the structure or mobile facility, and conduct whatever inspection Lessor deems necessary to insure compliance with this agreement.
9.

Licenses and Taxes

The Lessee shall obtain and pay for all licenses and permits required for operation on the premises; shall pay all ad valorem real and personal property and excise taxes or any tax that might be levied upon the leased premises as a result of this lease or for any other reason resulting from operation of the premises; and shall pay all royalties arising from the sale of patented, copyrighted material or trademarks in its operation.

10.

Utilities

The Lessee shall pay all charges for electricity, garbage collection (including provision for garbage cans and dumpsters), water, sewer service and other utilities on the premises. The Lessee shall pay all charges for temporary and permanent utility hookups, connections, or installations. Lessee shall provide sufficient chemical toilets during little league season for use by the public. Lessee shall be responsible for servicing the chemical toilets on a regular basis.

11.

Security

It will be the responsibility of the Lessee to maintain adequate security on the premises. The Lessor will furnish no more than the normal and routine police protection as provided in any park, subject to demands for police throughout the City from time to time. The Lessee will furnish the Lessor with the appropriate keys or combinations to enter all areas of property which may be secured. All keys will be registered and can only be duplicated by either of two individuals. One individual as
designated by the Lessee, the other will be the City Parks Director. A complete list of all individuals having keys to the premises is to be available upon the request of the Lessor.

12.

**Discipline and Control**

Subject to Prior approval as required elsewhere herein, selection, compensation, direction, discipline, and control of employees, agents, volunteers and subcontractors shall be the sole responsibility of the Lessee. Lessee shall be responsible for removing from the premises any employee, agent, volunteer or subcontractor who is disorderly, dishonest, dangerously careless, or any person violating any law, ordinance, or regulation.

13.

**Insurance**

Lessor will insure all buildings and improvements on the property against loss or damage by fire or other hazard. The Lessor will not insure or replace building contents or personal property owned by the Lessee.

Lessee shall maintain in effect throughout the term of this lease for all Keizer Little League activities, personal injury and property damage liability insurance of at least one million dollars covering the premises. Such insurance shall specifically insure Lessee against all liability assumed by it thereunder, as well as liability imposed by law. Lessor shall be named as an additional insured on any such policy of insurance procured by the Lessee as required under this lease. Lessor will require personal injury liability insurance of at least five hundred thousand dollars naming the City of Keizer and Keizer Little League, Inc. as additional insured for other groups using the Little League Park for any organized event that is not covered under the City of Keizer’s general policy.
All of the policies of insurance referred to in this section shall be written in a form satisfactory
to Lessor and by insurance companies satisfactory to Lessor. Lessee shall pay all of the premiums
therefore and deliver such policies, or certificates thereof to Lessor, and in the event of the failure to
the Lessee either to effect such insurance in the name herein called for or to pay the premiums there
fore or to deliver such policies or certificates thereof to Lessor, Lessor shall be entitled, but shall have
no obligation, to effect such insurance and pay the premiums therefore, which premiums shall be
repayable to Lessor immediately, and failure to repay the same shall be considered to be a material
breach and default hereunder. Each insurer mentioned in this section shall agree, by endorsement on
the policy or policies issued by it, or by independent instruments furnished to Lessor, that it will give
Lessor thirty (30) days written notice before the policy or policies in question shall be altered or
canceled. Lessor agrees that it will not unreasonably withhold its approval as to the form or to the
insurance company selected by Lessee.

Indemnification and Hold Harmless

The Lessee shall be responsible for and shall pay and discharge any and all claims of any nature
whatsoever arising out of the activities and/or business contemplated to be carried on under this
agreement, or any renewal thereof. The Lessee shall indemnify, defend, and save harmless the Lessor
and its officers, agents, and employees for and against any and all loss damage, injuries, action, causes
of action, or liability of any kind whatsoever resulting from or arising out of the condition of the
premises, products sold, and all operations, activities, or undertakings of Lessee or any of the Lessee's
employees, agents, or other person permitted by the Lessee on the premises. Notwithstanding the
above, if Lessor directly authorizes an activity by any party other than Lessee during the period of this
Lease, this paragraph shall not apply to claims arising out of that activity.

Assignment

Lessee shall not assign or transfer this lease, or any interest thereon, without the prior written
consent of Lessor, and a consent to one assignment shall not be deemed to be a consent to any
subsequent assignments. Any such assignment without such consent shall be void, and shall, at the
option of the Lessor, terminate this lease.

Default

Upon failure by Lessee to perform any term, condition, or covenant of this lease within thirty
(30) days after written notice from Lessor has been sent by regular mail, addressed to:

Keizer Little League

P.O. Box 20033

Keizer, Oregon 97307

and also to the Representatives provided to the Lessor as required in section 21 of this document,

specifying the nature of the failure with reasonable particularity, Lessor shall have the option to declare
Lessee to be in material breach and default hereunder and shall enable Lessor to pursue its legal
remedies including but not limited to those referred to in this agreement. If the failure is of such a
nature that it cannot be completely remedied within the said thirty (30) day period, the failure will not
be a default if Lessee begins correction of the failure within the thirty (30) day period and thereafter
proceeds with reasonable diligence and in good faith to correct the failure as soon as possible.
17.

Remedies

Upon default, and after the notice period described above, Lessor may elect to terminate this
lease and bring an action to recover any damages suffered by Lessor as a result of Lessee's actions or as
a result of any breach by Lessee of any term, covenant or condition of this agreement.

18.

Attorney Fees

If suit or action is instituted to collect rent, to enforce this lease or in conjunction with any claim
or controversy arising out of this lease, the prevailing party shall be entitled to recover, in addition to
costs, such sum as the Court may adjudge reasonable as attorney fees at trial and on appeal of the suit
or action.

19.

Amendments

Amendments to this Lease shall be recognized only if reduced to writing and executed by
formal action of the Board of Directors of Keizer Little League, Inc. and by formal action of the City
Council of the City of Keizer.

20.

Representatives

The Lessee shall provide to the Lessor a list of contact people from their organization annually,
as well as, upon any significant change, including but not limited to the President, Vice President,
Secretary, Treasurer, Fields Director, Concessions Director and two other individuals who may or may
not be a current board member but who are active within the organization. The list should include
names, phone numbers, mailing address, and the authority of the individual within the organization.

The Lessee will also provide the Lessor with an annual activity schedule by April 1st of each year. The
Lessor shall be informed in writing of all updates or changes to the schedule as they occur.

21.

Event Requiring Renegotiation

The parties recognize that during the term of this lease, including any extended terms, there
may occur some type of event that may affect one party’s ability to comply with one or more material
elements set forth herein. In such case, the parties agree to enter into renegotiations in good faith
without waiver of any of the rights, duties, obligations and benefits set forth in this lease.

22.

Lease

This Lease is the entire, final and complete agreement of the parties and supersedes and
replaces all written and oral agreements heretofore made or existing by and between the parties or their
representatives.

IN WITNESS WHEREOF, the parties hereto have executed this document as of
the date first above written.

LESSOR: CITY OF KEIZER

LESSEE: KEIZER LITTLE LEAGUE, INC.

CITY MANAGER

PRESIDENT

CITY RECORDER

SECRETARY
Description for Oregon State Department of Transportation

Parcel "A" - 15.433 acres
August 22, 1984

Beginning at an iron rod which is 26.30 feet North and 211.20 feet South 88.50'52" East and 967.68 feet North 00.02'07" East and 234.76 feet North 59.14'16" West from the Southeast corner of the Wm. P. Pugh Donation Land Claim No. 41 in Township 7 South, Range 3 West of the Willamette Meridian, Marion County, Oregon said point of beginning being in the South line of that certain tract of land conveyed to Andrew J. Orcutt by deed recorded in reel 312, page 0995, deed records for said Marion County, and running thence South 89.40'47" East along the South line of said Orcutt tract, 227.89 feet to an iron pipe at the Southeast corner thereof; thence North 00.02'49" West along the East line of said tract and extended 365.50 feet to an iron rod; thence North 89.40'47" West 237.70 feet to an iron pipe in the East line of the aforesaid Wm. P. Pugh Donation Land Claim; thence North 00.02'49" West along the East line of said claim, 365.30 feet to an iron pipe at the Northwest corner of parcel No. 2 of that certain tract of land conveyed to the State of Oregon by deed recorded in Volume 741, page 158, deed records for said Marion County, Oregon; thence South 89.42'58" East along the North line of said State of Oregon tract 1141.49 feet to an iron rod in the West line of Ridge Drive (County Road No. 618) thence South 00.15'30" East along said West line of Ridge Drive, 235.75 feet to an iron rod at the intersection of the Westerly line of the Salem Parkway Frontage Road; thence Southwesterly along said Westerly line of the Frontage Road, the following courses and distances; South 16.18'13" West 122.49 feet to an iron rod; South 40.48'39" West 498.38 feet to an iron rod; thence North 89.40'47" West 772.03 feet to the point of beginning.

SOLDERS & KIRSCHER LAND SURVEYORS, INC.
892 PROMONTORY PLACE S.E.
SALEM, OREGON 97302

EXHIBIT "A" 2
Description for Oregon State Department of Transportation

Parcel "B" - 5.989 acres
August 22, 1984

Beginning at an iron pipe in the North line of Keizer Road, (County Road No. 702) said iron pipe being 26.30 feet North and 211.20 feet South 88.50'52" East from the Southeast corner of the Wm. P. Pugh Donation Land Claim No. 41 in Township 7 South, Range 3 West of the Willamette Meridian, Marion County, Oregon; said point of beginning being the Southwest corner of that certain tract of land conveyed to the State of Oregon by deed recorded in Volume 749, page 195, deed records for Marion County, Oregon; and running thence North 00.02'07" East along the West line of said tract, 967.68 feet to an iron pipe; thence North 59.14'16" West along the Northwesterly line of said tract, 234.76 feet to an iron rod in the South line of that certain tract of land conveyed to Andrew J. Orcutt by deed recorded in Reel 312, page 0995, deed records for said Marion County; thence South 89.40'47" East along the South line of said Orcutt tract and extended, 772.03 feet to an iron rod in the Westerly line of the Salem Parkway Frontage Road; thence Southwesterly along said Westerly line, the following courses and distances; South 40.48'39" West 581.92 feet to an iron rod; South 09.18' West 255.29 feet to an iron rod; South 14.01'46" West 342.60 feet to an iron rod; and South 47.41'46" West 87.11 feet to an iron rod at the intersection of the aforesaid North line of Keizer Road; thence North 88.50'52" West along said North line, 1.83 feet to the point of beginning.

SCHINDLER & KIRSCHER LAND SURVEYORS, INC.
832 PROMONTORY PLACE S.E.
SALEM, OREGON 97302

EXHIBIT "A" 3

[Signature]

[Stamp: Registered Professional Land Surveyor]

[Stamp: Oregon
July 14, 1895
Marvin D. Kirscher, 548]
RIGHT OF FIRST REFUSAL

DATE: January 1, 1996 (hereinafter "Effective Date")

PARTIES: City of Keizer, an Oregon municipal corporation (hereinafter "Owner")
          Keizer Little League, Inc. (hereinafter "Grantee")

RECITALS

A. Owner is the owner of a certain parcel of real property located in Marion County, Oregon, as described in Exhibit A attached to and made a part of this Agreement (the "Property"). Grantee operates Little League fields and other recreational fields under a Lease between Grantee and Owner of even date.

B. Grantee wishes to acquire a Right of First Refusal so that Grantee may acquire the property and continue to operate Little League fields and other recreational fields should Owner wish to sell the property.

C. Owner is willing to grant to Grantee the right to purchase the Property on same terms (as adjusted herein) that are offered by a third party if such terms are acceptable to Owner. Owner and Grantee desire to evidence their agreement regarding this purchase right.

AGREEMENT

Therefore, for good and valuable consideration to Owner, the receipt and sufficiency of which is here acknowledged, Owner and Grantee agree as follows:

1. Right of First Refusal. Owner agrees not to sell, transfer, exchange, grant an option to purchase, or otherwise dispose of the Property or any part of, or interest in, the Property without first offering the Property to Grantee on the terms and conditions set forth in this Agreement.

A. If Owner receives from a third party (the "Third-Party Offeror") a bona fide offer to purchase the Property, or a part of it, or an interest in it, on terms that are acceptable to owner, then Owner shall give Grantee written notice (the "Notice") of the price, terms, and conditions of the offer and deliver a copy of the executed contract evidencing the offer (the "Offer") to Grantee.

B. When Grantee receives the Notice and a copy of the Offer, Grantee shall have the prior and preferential right to purchase the Property (or the part of or interest in the Property covered by the Offer, as the case may be) at the same price and on the same terms and conditions as are contained in the Offer, except that if Grantee exercises the right of first refusal by electing to purchase the Property then (1) the closing of the transaction contemplated by the Offer shall take place no earlier than 90 days after the date that Grantee elects to exercise the right of first refusal, and (2) Grantee shall receive a credit against the sales price of the Property for the depreciated value of all improvements installed by Grantee calculated as of the date Grantee receives the Notice. Such value shall be determined by a professional appraiser chosen jointly by the parties. If the parties cannot agree on the selection of an appraiser, the appraiser chosen by each shall choose a third appraiser and the
average of the appraisals shall be used. The cost of the appraisals shall be shared equally by the parties.

C. Grantee shall have 20 days from the date Grantee receives the Notice and a copy of the Offer to notify Owner whether Grantee elects to purchase the Property pursuant to the terms of the Offer. If Grantee elects to exercise its right to purchase the Property, then, in addition to giving Owner written notice of its election within the 20-day period, Grantee also shall tender an amount equal to the earnest money deposit, if any, specified in the Offer, which will be held and used in accordance with the terms of the Offer.

D. If Grantee fails to timely exercise its right to purchase the Property pursuant to the terms of this Agreement, then Owner shall be entitled to sell the Property according to the terms of the Offer to the Third-Party Offeror, subject to the terms of paragraph 1.E. below.

E. If Grantee fails to timely exercise its right to purchase the Property pursuant to the terms of this Agreement, and for any reason Owner shall not sell or convey the Property to the Third-Party Offeror on the terms contained in the Offer within 180 days of Grantee's election not to purchase, then Owner must resubmit the Offer as well as any other offer to Grantee before selling the Property, and such offers shall be subject to Grantee's right of first refusal under this Agreement.

2. Term. The term of this Right of First Refusal commences as of the date of this Agreement and terminates on the earlier to occur of (1) the expiration of 10 years after the Effective Date, or (2) the consummation of a sale of the Property to a third party within 180 days after Grantee has elected not to exercise its right of first refusal, or (3) the date the Lease referenced in the Recitals terminates for any reason. Grantee shall cooperate in providing Owner with any instruments that Owner reasonably may require for the purpose of removing from the public record any cloud on title to the Property attributable in any manner to the grant or existence of this right of first refusal, pursuant to paragraph 7.

3. Cross Default Provision. A default by Lessee under the Lease between the parties shall be considered a default hereunder allowing Lessor to terminate this Agreement at its option.

4. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given and received two days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, addressed as follows:

To Owner: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307-1000

To Grantee: Keizer Little League, Inc.
PO Box 20033
Keizer, OR 97307
Notice given in any other manner shall be effective when it is received by the party for whom it is intended. Either party may change its address by giving 10 days’ advance notice to the other party.

5. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Oregon.

6. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors, and assigns. However, this right of first refusal is personal to Grantee, and Grantee shall not assign or otherwise transfer Grantee’s rights under this Agreement without the prior written consent of Owner.

7. **Headings.** The captions and headings used in this Agreement are for reference only and shall not be construed to define or limit the scope or content of this Agreement.

8. **Recording.** Upon request of Grantee, Owner agrees to join in executing a memorandum of this Agreement, to be filed for record in the Official Records of Marion County, Oregon, to give notice to the public of the rights of Grantee under this Agreement. Grantee shall pay the cost of recording the memorandum. The memorandum shall note the date this Agreement expires and Grantee shall join in executing a termination agreement when this Agreement has expired or terminated, failing which, Owner may execute the termination agreement on behalf of Grantee.

9. **Entire Agreement.** This Agreement contains the final and entire understanding between Owner and Grantee with respect to its subject matter and is intended to be an integration of all prior negotiations and understandings. Owner and Grantee shall not be bound by any terms, conditions, statements, warranties, or representations not contained in this Agreement. No change or modification of this Agreement shall be valid unless it is in writing and is signed by both Owner and Grantee.

10. **Waiver.** A failure by Owner or Grantee to enforce any right under this Agreement shall not be deemed to be a waiver of that right or of any other right.

11. **Attorney Fees.** If litigation is instituted with respect to this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to all other sums and allowable costs, its reasonable attorney fees, both in preparation for and at trial and any appeal or review, such amount to be set by the court that hears the matter.

12. **Real Estate Commission.** Owner and Grantee each agree to pay any commission or finder’s fees that may be due on account of this transaction to any broker or finder employed by it and to indemnify the other against any claims for commissions or fees asserted by any broker claiming by, through, or under the indemnifying party.

13. **Counterparts; Pronouns.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall be effective when one or more counterparts have been signed and delivered by Owner and Grantee. With respect to any pronouns used herein, each gender used shall include the other gender and the singular and the plural, as the context may require.
14. Time is of the Essence. Time is of the essence regarding this Agreement.

15. Authority to Execute. Each person executing this Agreement on behalf of Owner and Grantee, respectively, warrants his or her authority to do so.

16. Statutory Disclaimer. This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

16. Property sold as is. Owner makes absolutely no warranties, guarantees, representations or disclosures regarding the Property. Grantee is urged to conduct and complete any and all inspections, audits, and assessments, at its expense, that Grantee may deem appropriate before exercising the right of first refusal granted herein.

Executed as of the day and year first above written.

OWNER:

City of Keizer, an Oregon municipal corporation.

Dated: 3-5-96

By: ___________________________
Name: Dorothy Tryk
Title: City Manager

GRANTEE:

Keizer Little League, Inc.

Dated: 3/9/96

By: ___________________________
Name: Clint Holland
Title: President KLL

Attachments:
Exhibit A--Property
PARK MANAGEMENT AGREEMENT

PARTIES:

CITY OF KEIZER, an Oregon municipal corporation (hereinafter "City")

KEIZER LITTLE LEAGUE, INC., an Oregon non-profit corporation (hereinafter "Manager")

RECITALS:

A. City owns real property and improvements located at 5245 Ridge Drive, Keizer, Marion County, Oregon consisting of approximately 15.4 acres and known as Keizer Little League City Park (hereinafter "Park").

B. City has need of services to manage, operate and maintain the Park.

C. Manager desires to manage, operate and maintain the Park as a public resource, subject to Manager's use of the facilities as set forth herein.

D. This Agreement is intended to grant no property interest or lease rights to Manager, or any third party that may result in the loss of property tax exempt status of the Park.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties do mutually agree as follows:

AGREEMENT:

1. Term. Unless terminated as set forth herein, the term of this Agreement shall be from November 1, 2016 to August 31, 2019, or until this Agreement is terminated or renewed as herein provided. The City may renew this Agreement for two (2) one-year terms after review and acceptance of the proposed field slot fees, performance and provision of services. Such review and acceptance shall occur no less than two (2) months prior to the conclusion of each contract period.

2. Improvements. Manager agrees that all improvements on the premises are the property of City and are considered to be part of the premises that is the subject of this Agreement. Manager further agrees that all permanent improvements made upon the premises by Manager or any other person or entity after the date of this Agreement become part of the premises and the property of City. City shall not be liable for any costs, or materials and/or labor associated with the initial construction work or improvements made to the premises or personal property included in the premises or for any future
improvements made to the premises except as expressly agreed to in writing by City. Manager shall not cause or permit any change in Park layout, any addition or deletion of any permanent improvements, or any action on the part of Manager or permitted by Manager that affects the Park without the prior separate written approval of City. City reserves the right to make changes, additions and deletions with regard to any present or future improvements on the premises. If City chooses to make changes, additions or deletions with regard to the improvements, it shall give Manager ninety (90) days notice prior to the proposed change. The parties may, by mutual consent, waive that ninety (90) day period. City is not obligated to any specific project or funding unless City Council approval is granted.

3. **Use and Conditions.** Subject to the terms and conditions set forth herein, Manager agrees to manage the Park in its entirety for the term of the Agreement as follows:

   A. Authorized representatives of Manager and City will meet annually to review the overall management of the Park. The City of Keizer Public Works Director or designee shall be a "Liaison" of the City to the Manager’s Board and shall be informed of all scheduled meetings of the Board.

   B. Manager will maintain all Park scheduling oversight year-round and retain all rental revenue from outside use of the facility to offset a portion of the costs in maintaining the facility. Field usage will be shared on an equitable basis by Keizer-based youth organizations in accordance with the Outside Use Facility Reservation Policy. The Policy that shall apply for the 2017 season is attached as Exhibit "A". Such Policy (except for field usage rates) shall not be changed without the written consent of the City Manager/designee. All field usage rates shall be approved by the City Council on an annual basis. Manager will provide the City a field slot fee schedule for Council approval no later than December 1 each year. Manager must allow reasonable access to the fields by any and all users subject to the provisions set forth herein.

   Keizer Little League, Inc., as a youth baseball program shall separately pay to Manager the field slot rates which shall be accounted for separately pursuant to the Request for Proposals.

   C. Manager shall provide a budget for park maintenance prior to March 1 each year for City approval.

   D. Any individuals not affiliated with groups or organized teams may use the Park or individual fields at any time the Park is open if such use does not interfere with the priority or reserved use, cause safety concerns, or cause undue wear and tear in Manager’s reasonable discretion.
E. Keizer Little League Park may be open after sunset where fields are
appropriately lighted from March 1 to October 31 Monday through Saturday.
The Park will close and the lights will be off at 11:00 p.m. Other than the
lighted fields, the Park shall close as specified in Keizer Park Regulations.
No power equipment shall be operated at the Park between 10:00 p.m. and
7:00 a.m. Compliance with this condition does not exempt such activity from
application of the Keizer Noise Ordinance.

F. In order to provide better lines of communication for day-to-day concerns
during the Manager season, prior to March 1 each year, Manager shall
provide City a written list of the annual activity schedule, and an updated list
of management contacts, including the names and contact phone numbers
for the "Director on Duty" as well as the alternate. Any updates or
amendments to such list shall be promptly given in writing by Manager to
City. Manager shall also provide a current roster of all officers and
personnel along with appropriate contact information. The Director on Duty
shall have authority to represent Manager and to speak directly to City
personnel and address problems raised by City personnel or others that
require timely resolution. The Director on Duty shall at all times act
neutrally, fairly, and objectively without regard for the Director's affiliation
with any organization. The Director's duty shall be for safe and fair
management of the Park. City shall contact Manager's president on matters
that do not require immediate resolution. Manager's president shall have
authority to bind Manager on any and all issues, except those issues which
would require an amendment of this Agreement. Any updates or changes to
the schedule and lists shall be given to City in writing as they occur.

G. Manager shall develop volunteer opportunities for individuals and groups.
All volunteers must be qualified for the particular volunteer project and may
be required to undergo a criminal background check. Though not a
requirement, one of the goals of volunteer labor is to reduce the cash outlay
for field maintenance expenses, thereby reducing future field usage rates.

H. Manager shall provide sporting equipment as needed and keep these items
stored neatly when not in use.

I. Manager will appropriately handle any and all matters related to parking for
scheduled events.

J. Manager will market and promote the park in a manner that is respectful of
the community upon written approval by the City Manager or designee.

Complaints from either members of the public, users of the Park or others shall be
first submitted in writing to Manager. Complaints shall not be submitted to the City.
Manager shall have a reasonable period of time to remedy or otherwise respond
depending on the nature of the complaint. If the remedy or response is not satisfactory to the complainant, the complainant may request the City Manager or designee to review the matter.

In the event of a dispute, the decision of the City concerning the use, operation or management of the Park shall be final and binding. The City reserves the right to make final determination on all policies and procedures relative to the operation and management of the Park, but specifically excluding any management or operation of Manager's sports program. Manager shall have no right, without prior written approval of the City Manager, to use or authorize the use of the Park for any other purposes other than baseball, softball, soccer, football or other sporting events.

The City, acting through the City Manager, reserves the right, in its sole discretion, to cancel, terminate or interrupt any event, and cause one or more patrons to be dismissed during any event, if necessary to protect the public or property. However, no action shall occur without consultation with the Director on Duty. City shall not be liable to Manager or any third parties for any loss or damages by any such determination or action by the City Manager, or his/her designee taken in good faith for the benefit or protection of the City and the public generally, or the protection of the Park.

Manager may request ratification by the City Council of any actions by the City Manager, and may require any continuing actions by the City Manager to be approved formally by the City Council.

4. Maintenance. Except as noted below, Manager shall, throughout the term of this Agreement, at its own cost and without any expense to City, keep and maintain the entire premises, including all improvements thereto, in good, sanitary and neat order, condition and repair throughout the entire year. Manager shall immediately repair all safety issues as identified by the City or that are known or discoverable by Manager. Manager covenants and warrants that Manager will leave the premises in good, sanitary and neat order, to the satisfaction of City upon termination of this Agreement. City shall not be obligated to make any repairs or in any way maintain the premises at any time throughout the term of this Agreement. Notwithstanding the above, in the event a repair, maintenance or improvement is required by law only because the subject property is a City park and said repair, maintenance or improvement would not have been required if the property were owned by Manager, then the cost of such repair, maintenance or improvement shall be the sole responsibility of City. City will provide minimal maintenance generally consistent with the level of maintenance provided to all other City parks. This maintenance will consist of annual fertilization of turf areas, and annual weed control applications to turf and shrub beds, as weather conditions allow. City provides a mower for Manager's use as well as annual maintenance of the mower. Manager shall keep the mower stored and secure when not in use. Manager shall immediately notify City if the mower is not functioning correctly or safely. The mower shall not be removed from the premises without City's written consent.
Manager shall strive to generate sufficient revenue to offset all costs incurred for the maintenance of the park. All net revenue earned by Manager and generated directly from the use of the facilities shall only be used for field maintenance expenses and capital improvements. Maintenance includes, but is not limited to, the lighting system, scoreboards, bleachers, fences, backstops, and all other baseball/softball specific improvements. No other use of the facility-generated revenue shall be permitted. Such revenue shall include, but not be limited to field slot payments, net tournament income, net field-related sponsor income, and net concession income.

In addition to the requirements set forth in Section 17, on or before July 30 each year this Agreement is in effect, Manager shall supply financial records for the preceding season in a form reasonably acceptable to the City's Finance Department.

5. **Maintenance Standard.** Manager agrees to perform all maintenance of the premises including all improvements, throughout the calendar year during the term of this Agreement in a cost efficient manner. Such maintenance shall include the following:

A. **Supervision** - Manager shall direct and guide the efforts and use of all maintenance workers, equipment and materials to manage the ball field complex and to maintain it in proper order and form.

B. **Vandalism** - Manager shall monitor and repair any and all vandalism to turf, water systems, "dugout" structures, other buildings, fencing, and other structures or facilities.

C. **Field Maintenance** - Manager shall be responsible for field maintenance, including, but not limited to, mowing, lining the fields, raking the infields and warning tracks, fertilization, overseeding, and weed control. Manager shall allow no cars or heavy equipment on the playing fields without prior written authorization of City staff.

D. **Water Systems** - Manager shall maintain and repair the water system past the meters and irrigate as necessary.

E. **Structural** - Manager shall maintain, repair and paint as necessary all backstops, bleachers, dugouts, score keeping stands, fences, barriers, signs, parking lots, concession stand, field house, and other property and improvements.

F. **Restroom/Portable Toilets** - Manager shall maintain, repair and clean the permanent restroom facilities. City shall provide sufficient chemical toilets necessary to meet the needs of the park. City shall be responsible for servicing the chemical toilets as needed.
G. General Housekeeping - Manager shall remove and dispose of all litter and garbage and keep the area in a clean and safe condition. All coaches are to be advised that all litter must be placed in the proper receptacles at the end of each game. Manager must have a plan in place to handle garbage for both tournaments and regular league play. In addition to the above, Manager shall at all times, during the term of the Agreement, maintain the premises, and all property and equipment brought onto the premises by Manager or used by Manager on the premises, in a safe condition. If at any time during the term of this Agreement it appears to City that any maintenance or repairs as outlined above are needed on the premises, City shall notify Manager in writing. City shall give Manager thirty (30) days to perform the requested maintenance or repair. If Manager fails to perform as required by City, City may do the necessary repairs or maintenance and any reasonable costs incurred by City shall be paid by Manager within thirty (30) days after written demand for payment has been delivered to Manager. Election by City hereunder to do the necessary repairs or maintenance and charge the cost to Manager shall not prohibit City from electing to declare Manager in default pursuant to the provisions of this Agreement. Nothing contained on this paragraph shall be construed to relieve Manager of its responsibility for diligent maintenance as required under this Agreement.

H. Damage. Manager shall immediately give notice to City of any and all damage or potentially dangerous situation, however caused. Such notice shall be given both by phone calls and emails to both parties below:

Bill Lawyer  503-856-3555 – LawyerB@Keizer.org
Tracy Davis  503-856-3412 – DavisT@Keizer.org

For after hour notifications, notice shall be given as outlined above, as well as phone call to 503-393-1608.

Manager will promptly advise the City of any other problem that is not addressable by the Manager so that City can rapidly respond to these needs.

I. Rain-Outs. Manager shall supply a rain-out telephone line and/or website to alert participants regarding canceled games and practices. Practices will not be allowed on fields in which games have been postponed due to wet or unplayable field conditions. Field maintenance volunteers will decide the playability of the fields utilizing players’ safety considerations as well as turf viability considerations. All participants, without exception, are expected to comply with the decision of the field maintenance volunteers and/or City Manager or his/her designee regarding field playability.
6. **Concessions.** Manager shall have the exclusive right to operate concession stands located on the premises subject to the following policies:

A. Manager may, at its sole cost and expense, develop, operate, and maintain a food and drink concession stand on the premises available to the general public. Manager shall not sell any alcoholic beverages on the premises.

B. Manager will provide whatever refrigeration, cooking, dispensing and other equipment it deems appropriate for concession operation.

C. Manager shall not assign or subcontract its concession rights or any interest therein without the prior written consent of the City, and any such assignment or subcontract without written consent shall be void and shall at the option of the City, terminate this Agreement.

D. Manager shall at all times conduct its operations and assure that the operations of all subcontractors and employees are conducted in full compliance with all applicable laws, ordinances and administrative regulations of federal government, the State of Oregon, Marion County, the City of Keizer, and the agencies of any and all of them. Any license or certificate required by such authorities as the Marion County Health Department and others must be obtained and posted at all times.

E. All foods, drinks, beverages, confections, refreshments, etc., sold or kept for sale by Manager shall conform to all applicable food laws, ordinances, and regulations in all respects. No adulterated, misbranded, deceptively labeled, or impure articles shall be sold or kept for sale by Manager. All merchandise kept on hand shall be stored and handled with due regard for freshness and sanitation.

F. The City shall have the right, at any time during period of concession operation, to enter any part of any structure or mobile facility, and conduct whatever inspection City deems necessary to insure compliance with this Agreement.

7. **Licenses and Taxes.** Manager shall obtain and pay for all licenses and permits required for operation on the Park; shall pay all ad valorem real and personal property and excise taxes, if any or any tax that might be levied upon the Park as a result of this Agreement or for any other reason resulting from operation of the Park; and shall pay all royalties arising from the sale of patented, copyrighted material or trademarks in its operation. Manager shall indemnify City and hold City harmless from any and all costs or damages of any kind under this section.
8. **Utilities.** City shall provide water services to the Park without charge to Manager. Manager shall pay all charges for garbage collection (including provision for garbage cans and dumpsters), and other utilities on the premises (electricity, sewer, phone, cable TV, and natural gas). Manager shall pay all charges for temporary and permanent utility hookups, connections, or installations.

Manager shall be responsible for all maintenance, refurbishment, and repair for all of the permanent infrastructure and improvements as set forth in the Physical Assets list attached as Exhibit "B" and by this reference incorporated herein.

9. **Security.** It will be the responsibility of Manager to maintain adequate security on the premises. The City will furnish no more than the normal and routine police protection as provided in any park, subject to demands for police throughout the City from time to time. Manager will furnish the City with the appropriate keys or combinations to enter all areas of property which may be secured. All keys will be registered and can only be duplicated by the Public Works Director. A complete list of all individuals having keys to the premises shall be provided to City.

10. **Naming.** Manager may propose the naming of any existing or future monuments, statues, buildings, structures and fields. Final approval of such proposed names shall be in the sole discretion of the Keizer City Council, following recommendation by the Parks and Recreation Advisory Board.

11. **Discipline and Control.** Subject to prior approval as required elsewhere herein, selection, compensation, direction, discipline, and control of Manager's employees, agents, volunteers and subcontractors shall be the sole responsibility of Manager. Manager shall be responsible for removing from the premises any employee, agent, volunteer or subcontractor who is disorderly, dishonest, dangerously careless, or any person violating any law, ordinance, or regulation. Manager shall enforce the "no alcoholic beverages" and tobacco-free rules, and handle crowd control at the park.

   The Director on Duty has authority to eject such persons as authorized representative of Manager.

12. **Insurance.** City will insure all buildings and improvements on the property against loss or damage by fire or other hazard. The City will not insure or replace building contents or personal property owned by Manager.

Manager shall maintain in effect throughout the term of this Agreement for all Manager's activities, personal injury and property damage liability insurance of at least one million dollars covering the premises. Such insurance shall specifically insure Manager against all liability assumed by it thereunder, as well as liability imposed by law. City, its officers, agents, contractors, and employees shall be named as an additional insured on any such policy of insurance procured by Manager as required under this
Agreement. City and Manager will require personal injury liability insurance of at least one million dollars naming the City, its officers, agents, contractors, employees, and Manager as additional insured for other groups using the Keizer Little League City Park for any organized event. Standard certificates of insurance shall be provided to the City by March 1 each year this Agreement is in force.

13. **Indemnification and Hold Harmless.** Manager shall be responsible for and shall pay and discharge any and all claims of any nature whatsoever under this Agreement or under Manager's use or management of the Park. Manager shall indemnify, defend, and save harmless the City and its officers, agents, and employees for and against any and all loss damage, injuries, action, causes of action, or liability of any kind whatsoever resulting from or arising out of the condition of the premises, products sold, and all operations, activities, or undertakings of Manager or any of Manager's employees, agents, volunteers or independent contractors. Notwithstanding the above, if City directly authorizes an activity by any party other than Manager during the period of this Agreement, this paragraph shall not apply to claims arising out of that activity.

14. **Assignment and Subcontracting.** Manager shall not assign or transfer this Agreement, or any interest thereon. Any such assignment shall be void, and shall, at the option of the City, terminate this Agreement. Manager shall not subcontract any of its responsibilities hereunder without the express written consent of the City.

15. **Default.** Upon failure by Manager to perform any term, condition, or covenant of this Agreement within thirty (30) days after written notice from City has been sent by regular mail, addressed to:

   Keizer Little League  
   PO Box 20572  
   Keizer, Oregon 97307

and also to the Representatives provided to the City as required in section 3(E) of this Agreement, specifying the nature of the failure with reasonable particularity, City shall have the option to declare Manager to be in material breach and default hereunder and shall enable City to pursue its legal remedies including but not limited to those referred to in this Agreement. If the failure is of such a nature that it cannot be completely remedied within the said thirty (30) day period, the failure will not be a default if Manager begins correction of the failure within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to correct the failure as soon as possible.

16. **Remedies.** Upon default, and after the notice period described above, City may elect to terminate this Agreement and bring an action to recover any damages suffered by City as a result of Manager's actions or as a result of any breach by Manager of any term, covenant or condition of this Agreement.
17. **Financial Records/Audit.** Manager must maintain professional and proper accounting records and make such records available to City upon request. The City, at its sole expense, may audit any and all of Manager's records. Manager shall cooperate in all respects. Should such audit disclose material discrepancies, the City may terminate this Agreement at its option with no less than thirty (30) days written notice.

18. **Attorney Fees.** If suit or action is instituted to enforce or interpret this Agreement or in conjunction with any claim or controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the Court may adjudge reasonable as attorney fees at trial and on appeal of the suit or action.

19. **Amendments.** Amendments to this Agreement shall be recognized only if reduced to writing and executed by formal action of the Board of Directors of Keizer Little League, Inc. and by formal action of the City Council of the City of Keizer.

20. **Relationship of the Parties.** The City and Manager have entered into this Agreement for the purpose of establishing an independent contractor relationship between the City and Manager. This Agreement is not, nor should it be construed as, a lease or an agreement in the nature of a lease. No covenant of quiet enjoyment shall be implied in this Agreement. It is further understood and agreed by and between the parties that nothing herein shall constitute or be construed to be an employment, partnership, joint venture, or joint employer relationship between the City, its successors or assigns on the one part, and Manager, its successors or assigns on the other part.

Manager has no property interest or possessory interest in the Park. Manager shall have the right to use the Park pursuant to the terms in this Agreement.

21. **Non-Discrimination.** Manager agrees not to discriminate against any employee or applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public.

22. **Agreement.** This Agreement is the entire, final and complete agreement of the parties and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives.
IN WITNESS WHEREOF, the parties hereto have executed this document as of the date first above written.

CITY:

CITY OF KEIZER

By: ____________________________
   City Manager

MANAGER:

KEIZER LITTLE LEAGUE

By: ____________________________
   President

By: ____________________________
   Secretary

Approved as to form:

______________________________
Keizer City Attorney

12-20-16
2017 Outside Use Facility Reservation Policy
Keizer Little League Park

Keizer Little League, Inc. has been designated by the City of Keizer as the Manager of Keizer Little League Park. Keizer Little League manages all facets of the facility including the allocation of all field space. "Manager" means Keizer Little League. All games and organized practices at Keizer Little League Park by participants of any organization or team require a confirmed field use slot prior to use.

Field use slot requests fall under various allocation processes, depending on the dates requested and when the request and all required supporting requirements are provided.

Initial Allocation of Field Use Slots for Use between 3/1/17 to 8/30/17
(Requested 3/1/17 or earlier)
1. A request for specific field use slots must be received by 3/1/17 to be considered in the initial allocation of field use slots for this period. The request should specify the number of slots being requested for each field and the range of dates the field use is desired. More specific requests (specific dates and times) will be considered but not guaranteed.
2. A deposit of 50% of the amount due for the requested field use slots must accompany the request.
3. Proof of General Liability Insurance in the amount of at least $1 million for the period of anticipated use and listing Keizer Little League and the City of Keizer as additional insureds must be received along with the initial request for field slots.
4. Intended and actual use of individual fields must be in accordance with the designated use of the specific field unless specifically authorized in advance by Manager (i.e. softball use only on fields 2, 4 and 10).
5. Initial field use slot allocation will be determined after consideration of tournaments and then allocated equitably. Allocation will be determined using each of the following criteria: 1) the overall capacity of the facility for the type and size of field(s) requested, 2) the range of dates selected, 3) the number of verified Keizer based participants in your organization specific to each individual field use request in comparison to the number of verified Keizer based participants of other organizations requesting the same field usage including Keizer Little League participants, and 4) youth participant organizations will take precedence over adult participant organizations. Manager may schedule up to three (3) tournaments for each level of play between April 1 and June 30 that will take precedence over all initial field use slot allocations.
6. Every effort will be made to accommodate all initial field use slot requests subject to the facility’s overall capacity. At the discretion of Manager, fields comparable to the fields requested may alternatively be scheduled or alternative dates/times may be provided to accommodate the overall scheduling of the facility.
7. Confirmed initial field slots including the specific field, date and time will be provided by 3/21/17 along with notice of the balance due for the confirmed scheduled field use slots. The balance due must be received by 4/3/17 to maintain the reserved field use slots.
8. Unless formally withdrawn at least 30 days prior to the scheduled use, slots are
considered “used” and the full rental fee considered “earned”, whether or not each field slot is actually used. There are no exceptions other than when Manager unilaterally cancels the opportunity for field use as outlined below in the “Cancellation of Field Use Activity” section of this Policy. Field use requests withdrawn at least 30 days prior will be entitled to a full refund less 10% of the rental expense for the requested field use slots to compensate for rebooking efforts and administrative expenses.

Supplemental Allocation of Field Use Slots for Use between 3/1/17 to 8/30/17 (Requested After 3/1/17)
1. Requests for field slots received after 3/1/17, or that do not include the required amount of deposit by 3/1/17 will be deemed a “supplemental field slot request” and considered strictly on the criteria noted in paragraph #5 below as of the date the request is received. Supplemental field slot requests are not guaranteed to be filled.
2. A deposit of 50% of the amount due for the requested field use slots must accompany the request.
3. Proof of General Liability Insurance in the amount of at least $1 million for the period of anticipated use and listing Keizer Little League and the City of Keizer as additional insureds must be received, if not already provided as part of an initial field slot allocation request.
4. Intended and actual use of individual fields must be in accordance with the designated use of the specific field (i.e. softball use only on fields 2, 4 and 10) unless specifically authorized in advance by Manager.
5. Supplemental field use slot allocation will be determined solely on the basis of each of the following criteria: 1) the overall capacity of the facility for the type and size of fields requested, 2) the dates requested, 3) date which request and all supporting materials are received with priority given to earlier requests, and 4) remaining availability for the type and size of field(s) requested.
6. Fields comparable to the fields requested may be scheduled at the discretion of Manager as an alternative to accommodate the overall scheduling of the facility.
7. Confirmed initial field slots including the specific field, date and time will be provided within 10 days of the request along with notice of the balance due for the scheduled field use.
8. Payment for the balance due of the confirmed field slots fees must be received prior to the date of the first scheduled use to maintain the reserved field use slots.
9. Unless formally withdrawn at least 30 days prior to the scheduled use, slots are considered “used” and the rental fee “earned”, whether or not each field slot is actually used. There are no exceptions other than when Manager unilaterally cancels the opportunity for field use as outlined below in the “Cancellation of Field Use Activity” section of this Policy.

Allocation of Field Use Slots for Use between 8/31/17 to 12/31/17
1. A request for specific field use slots must be received by 8/7/17 to be considered in the initial allocation of field use slots for this period. The request should specify the number of slots being requested for each field and the range of dates the field use is desired. More specific requests (specific dates and times) will be considered but not guaranteed. Requests received after 8/7/17 and/or that do not include the required
deposit will be considered only after the initial allocation of field use slots is completed and are not guaranteed to be filled.

2. A deposit of 50% of the amount due for the requested field use slots must accompany the request.

3. Proof of General Liability Insurance in the amount of at least $1 million for the period of anticipated use and listing Keizer Little League and the City of Keizer as additional insureds must be received along with the initial request for field slots.

4. Intended and actual use of individual fields must be in accordance with the designated use of the specific field unless specifically authorized in advance by Manager (i.e. softball use only on fields 2, 4 and 10).

5. Initial field use slot allocation will be determined after consideration of tournaments. Allocation will be determined using each of the following criteria: 1) the overall capacity of the facility for the type and size of field(s) requested, 2) the range of dates selected, 3) the number of verified Keizer based participants in your organization specific to each individual field use request in comparison to the number of verified Keizer based participants of other organizations requesting the same field usage including Keizer Little League participants, and 4) youth participant organizations will take precedence over adult participant organizations.

6. Every effort will be made to accommodate all field use slot requests subject to the facility’s overall capacity. At the discretion of Manager, fields comparable to the fields requested may alternatively be scheduled or alternative dates/times may be provided to accommodate the overall scheduling of the facility.

7. Confirmed initial field slots including the specific field, date and time will provided by 8/21/17 along with notice of the balance due for the confirmed scheduled field use slots. The balance due must be received by 8/31/17 to maintain the reserved field use slots.

8. Unless formally withdrawn at least 30 days prior to the scheduled use, slots are considered “used” and the full rental fee considered “earned”, whether or not each field slot is actually used. There are no exceptions other than when Manager unilaterally cancels the opportunity for field use as outlined below in the “Cancellation of Field Use Activity” section of this Policy. Field use requests withdrawn at least 30 days prior will be entitled to a full refund less 10% of the rental expense for the requested field use slots to compensate for rebooking efforts and administrative expenses.

Field Usage Rates (all seasons)

Fields 9, 11, and 12
Rates are per field, per slot and for a 120 minute period.

$30

Fields 1, 2, 3, 4, 5, 7, 8, and 10
Rates are per field, per slot and for a 150 minute period.

$40

Field 6 (without any use of field lights)
Rates are per field, per slot and for a 135 minute period.

$50

Field 6 (with use of lights)
$135

Field usage rates take into account the exclusive use of the field for the designated period,
the amount of wear and tear and the materials and resources needed to accommodate desired use. Rates apply to all games or practices except practices conducted prior to 3/28/17 which are at no charge.

**What is Included with Field Usage?**
Field use pricing includes: undivided access to the reserved field for the time allotted and access to bathroom facilities and field preparation materials including field chalk (for games only), rakes and brooms. All items should be returned and secured following each use.

Field use pricing does NOT include: oversight or umpiring of the activity, playing equipment including balls, pre game or post game field preparation or clean-up of the dugouts and bleachers.

To assure a quality experience for all, please be courteous to teams using the field following your scheduled use by only occupying the field for your designated time and leaving the dugouts and bleachers in the appropriate condition. Failure to leave the bleachers and dugouts in the appropriate condition may result in suspension or revocation of future use of the facility. Any field preparation tools or other items such as bases, pitching rubbers or storage container locks included with the field use that are not returned or are broken will be billed for replacement accordingly.

**Cancellation of Field Use Activity**
Manager reserves the right to cancel all activity on any or all fields at the facility due to adverse weather or unsafe playing conditions. Replacement field use slots will not be provided when cancellations occur however the rental fee for the field use slots cancelled solely by Manager will be credited in full to your organization. Any net credit will be paid at the conclusion of the renting organization’s 2017 facility use. **It is suggested anticipated game “make up” slots are requested as part of initial or supplemental field slot requests in anticipation of “rain-outs” or poor field conditions to assure field availability.**

**Facility and Field Maintenance Equipment Access**
No participants of any organization may access any portions of the Fieldhouse, Concession Stand or other permanent structures (other than unlocked bathrooms) or use Manager field maintenance or preparation equipment or tools (other than those designated for specific fields) without the explicit advance permission of Manager.

**Requesting a Field Use Slot**
All field use slot requests should include at a minimum: 1) a signed copy of this Policy, 2) which field(s) are being requested, 3) how many slots are being requested for each field, 4) what specific activity will be conducted (include sport and level) and 5) what date or date range is requested. Initial field slot requests should also include sufficient information to satisfy the field use allocation requirements under #5 of the Initial Field Use Slot section.

Inquiries or requests for field use slot can be emailed to: ____________________________.
However, field use slot requests will not be considered as “received” for purposes of this Policy until the appropriate deposit is received. Deposits and completed hard copies of this Policy should be mailed to:

Keizer Little League, Inc.
PO Box 20572
Keizer, OR 97307

I acknowledge receipt of this Policy (5 pages), and that I have reviewed, understand and agree to abide by its terms on behalf of the organization noted below that I represent. I further acknowledge as a condition to use, that repeated failure to follow the terms of this Policy will cause forfeiture of our organization’s rights to field use for the rest of the 2017 season.

Requesting Organization

Responsible Party for Requesting Organization ________________________________

Title of Responsible Party in Organization ________________________________

Date Signed ________________________________
### EXHIBIT "B"

**Little League Park Fixed Assets**

<table>
<thead>
<tr>
<th>Field</th>
<th>Asset</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>Backstop</td>
</tr>
<tr>
<td></td>
<td>Bleachers (2)</td>
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<tr>
<td></td>
<td>Dugouts (2)</td>
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<tr>
<td></td>
<td>Field Fencing</td>
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<tr>
<td>#2</td>
<td>Backstop</td>
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<tr>
<td></td>
<td>Bleachers (2)</td>
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<tr>
<td></td>
<td>Dugouts (2)</td>
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<td></td>
<td>Scoring Stand</td>
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<td></td>
<td>Scoreboard</td>
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<td>Field Fencing</td>
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<td>#3</td>
<td>Backstop</td>
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<td>Bleachers (3)</td>
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<td></td>
<td>Dugouts (2)</td>
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<td>Scoring Stand</td>
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<td>Field Fencing</td>
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<td>#4</td>
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<td>Bleachers (4)</td>
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<td></td>
<td>Dugouts (2)</td>
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<td>Scoring Stand</td>
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<td></td>
<td>Scoreboard</td>
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<tr>
<td></td>
<td>Field Fencing</td>
</tr>
<tr>
<td></td>
<td>Concrete Retaining Wall (189')</td>
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<tr>
<td>#5</td>
<td>Backstop</td>
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<tr>
<td></td>
<td>Bleachers (4)</td>
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<td>Dugouts (2)</td>
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<td></td>
<td>Scoring Stand</td>
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<td>Scoreboard</td>
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<td></td>
<td>Field Fencing</td>
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<tr>
<td>#6</td>
<td>Backstop</td>
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<td></td>
<td>Bleachers (2)</td>
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<td></td>
<td>Dugouts (2)</td>
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<td>Scoring Stand</td>
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<td>Scoreboard</td>
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<td></td>
<td>Field Lighting (6 poles)</td>
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<td></td>
<td>Utility Shed</td>
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<td></td>
<td>Field Fencing</td>
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<tr>
<td></td>
<td>Concrete Retaining Wall (394')</td>
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<tr>
<td>#7</td>
<td>Backstop</td>
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<td></td>
<td>Bleachers (3)</td>
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<td></td>
<td>Dugouts (2)</td>
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<td>Scoring Stand</td>
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<td></td>
<td>Scoreboard</td>
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<tr>
<td></td>
<td>Field Fencing</td>
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</tbody>
</table>

| #8  | Backstop       |
|     | Bleachers (5)  |
|     | Dugouts (2)    |
|     | Scoring Stand  |
|     | Scoreboard     |
|     | Field Fencing  |

| #9  | Backstop       |
|     | Bleachers (1)  |
|     | Field Fencing  |

| #10 | Backstop       |
|     | Bleachers (2)  |
|     | Dugouts (2)    |
|     | Field Fencing  |

| #11 | Backstop       |
|     | Bleachers (1)  |
|     | Field Fencing  |

| #12 | Backstop       |
|     | Bleachers (1)  |
|     | Field Fencing  |

| Misc | Fieldhouse and Storage |
|      | Concession Stand       |
|      | Bathroom Facility      |
|      | Pump House             |
|      | Covered Structure by #1/#3 |
|      | Bike Rack              |
|      | Flag Pole (2)          |
FIRST AMENDMENT TO PARK MANAGEMENT AGREEMENT

PARTIES: CITY OF KEIZER, an Oregon municipal corporation (hereinafter “City”)

KEIZER LITTLE LEAGUE, INC., an Oregon non-profit corporation (hereinafter “Manager”)

RECITALS:

A. City and Manager entered into that certain Park Management Agreement for a term of three (3) years. The Agreement allowed two (2) successive one year extensions by the City.

B. Pursuant to Section 4, field slot payments, net tournament income, net field-related sponsor income, and net concession income shall be used to offset all costs incurred for the maintenance of the park.

C. Manager would like to revise Section 4 so that fifty percent of the net concession income is used to offset the costs incurred for the maintenance of the park and that net tournament income be retained by Manager.

D. City and Manager desire to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties do mutually agree as follows:

AGREEMENT:

1. The second paragraph in Section 4 shall be deleted and replaced with the following:

Manager shall strive to generate sufficient revenue to offset all costs incurred for the maintenance of the park. Maintenance includes, but is not limited to, the lighting system, scoreboards, bleachers, fences, backstops, and all other baseball/softball specific improvements. Except as set forth below, all net revenue earned by Manager and generated directly from the use of the facilities shall only be used for field maintenance expenses and capital improvements. Such revenue shall include, but not be limited to field slot payments, net field-related sponsor income, and one-half of the net concession income. Manager may retain one-half of net concession income and all tournament revenue, however
the applicable field slot rates shall be paid for all tournament games and practices. No other use of such revenue shall be permitted.

2. This First Amendment is effective retroactively to January 1, 2017.

3. Except as specifically modified herein, all remaining terms, conditions, obligations and duties set forth in the Agreement shall remain in full force and effect.

CITY:

CITY OF KEIZER

By: Christopher C. Eppley,
City Manager

DATED: 8/7/18

MANAGER:

KEIZER LITTLE LEAGUE

By: [Signature]
President

DATED: 7/24/2018

By: Lisa Burk
Secretary

DATED: 7/24/18

APPROVED AS TO FORM:

[Signature] 8-7-18
Keizer City Attorney